G. R. S. IX-5]

Previous references.

Pts 4-20 (1 & 2)

File No. 41-20

1920-21

(Pts)

Serial Nos. 4,549

Later references.

Pts 41/20 (4, 13, 14, 17 & 18)

Pt 2. 41-20 [illegible]

" 23-21. (7, 10, 11. & 16).

" " (18 & 30.

GENERAL AND REVENUE SECRETARIAT

" 23-21-85, 57 57, 67, 68. 74

78-81, 88-91

" 23-21 (96 & 97)

Serial Nos. Nil

Part B for Nov 20

SUBJECT

Stationery Contracts.

L(9) To, The Supdt Govt Printg

20 Q 10569 Dy 27-11-20.

Regret his tenders will be cancelled if they do not supply the articles required according to the terms of contract

WD 2233—GPB—20,000—14-6-20

4/12

6428

F. R. S. 11] 192

GENERAL AND REVENUE SECRETARIAT.

(DHS)

NOTES.

File No. 41/20

FILE HEADING.

Stationery Contract

From The Supdt. Govt Printing

No. 503 6428 Dated 21/9/20 Received 22/9/20

Diary No. 6428 Enclos. 2 ~~Spare~~ Copies. Serial No. 4

BRIEF ABSTRACT OF LETTER.

Informs that Messrs D. M. Abdul Gaffoor and Bros, the accepted tenderers for Roller Composition, objected to the purchase of the same from Wise Bros of Bombay & states that they were justified in doing so and that if they do not alter he would recommend the cancellation of their contr

NOTES AND ORDERS.

(1) Submitted for orders.

Smk 2/10/20 VS

(2) What is the tender of Messrs Abdul Gaffoor & Sons. Put up that file. What was the quantity tendered for and accepted, & how does it compare with the present purchase?

Subd Mr file in question is 3/10.
herewith put up and the file
and the above queries will
be answered soon after its receipt
Smk
5/10/20 VS

NOTES—First Sheet.

General and Revenue Secretariat.

DS File No. 61 of 19 20.

Serial No. 5

Letter no 568 dated 29/9/20 from the Supdt. Govt printing stating that in view of the reasons explained, the Contract of messers D. M. Abdul Gaffor & Bros for this years maybe Cancelled and given to some other contractor submitted.

With reference to para 2 supra the file called for is put up. The quantity tendered for & accepted was 1000 lbs at Re 1-14-0 per lb. The Supdt. purchased 1 Cwt or 112 lbs at Re 1-4-0 each from messers Wise & Co Bombay just to give a trial, since it was urgently required.

6/10/20

tender notice put up

The two letters from the Supdt. as regards the attitude of the accepted tenderers Messrs Abdul Gaffor & Sons speak for themselves. Kind reference is invited to para 4 of the tender notice of 25.5.920

NOTE—Contn. sheet.

Serial No.

(Flag X) which clearly says that the Supdt. is not bound to purchase in full the tendered quantities. The quantity purchased from this Brokers is about 1/9 of the total quantity for which tenders were called viz. about 112 lbs out of 1000 lbs. This was done under Govt. orders and as an Experiment. The rate for this is about 10 as cheaper than that offered by Messrs Jafferbhoy & Sons. Taking these circumstances into consideration, the attitude of these Contractors appears to be not only defiant but wholly illegal and illogical. They are trying to intimidate the Supdt. and the Press Authorities generally. Whether or not their tender can be cancelled at the present juncture is a matter on which legal opinion would be necessary. But these people seem to be quite undesirable & to be recognised as Govt. Contractors and from next year, the Supdt. may be asked to ignore their tenders. For the present a reply may be sent to the Supdt. asking him to inform the Contractors that if they don't supply articles in the manner required in the tender notice within a specified time their tender will be cancelled, and as regards their right to supply Roller Composition Entirely themselves, they have no such

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat. | PJS File No. 41 of 19 20

Serial No.

right & dictate terms & Govt. as clause 4 of the tender notice vests the entire discretion in the Govt.

The minister was pleased to observe in one of the files a few months ago, when there was some trouble about the acceptance of these tenders that it would be a distinct advantage if purchases are made by one of the officers of the Govt in the open market. In view of the difficulties now experienced this system would seem to merit a trial.

Forwarded

Chief Secy) 1st November.

MK 8/10/20

320 15/10

MK 13/10

MM 13/10.

E. 23 20-10-1920.

Mr. Chairman, Gentlemen and Customers assembling rebellious - As a rule merchants are very timid and do not as a rule find their employers if their dealings with them are fair. A few months ago, with the object of making money - generally the lenders have rates for three months and makes up for the loss by charging higher rates for three months. It is not right thing to pick up one article compare the

NOTE—Contn. sheet.

G R S. 111-2]

General and Revenue Secretariat. | PDS File No. 41 of 1920

Serial No.

the tenders price with the name of
price and tenderer the whole contract. Then
if it [illegible] in the part of the Supt. to
order such a large quantity as 1 cwt of
lime from a different firm. Under clause
4, he may not buy the full quantity
notified, but there is no provision for
buying an article for which the tender is
accepted from a person other than
the tenderer. If it were so, the tenderer
will entirely fail and there will be
no contract binding upon either party for
want of certainty. What if the contractor
stores a large quantity in pursuance
of his contract and the Supt. refuses to
take from another person? The
contractor suffers a loss. I do
not think that the action of the Supt.
is legally justifiable. As regards the
supply in bulk instead of in drums, this
is a small matter capable of easy
adjustment & should not be made a
ground for cancelling the contract.
In no way may occur in
supplies by the Asstt Secretary that
the contract or may be varied, but
the practice may be changed & explained
by the Supt.

Referred to me

19/10

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat.

PDS File No. 41 of 1920

Serial No.

Draft submitted.
mmk 29.10.20
Draft revised & rewritten. Please put up a fair draft.
MK 29/10

Fair draft put up
mmk 29.10.20 Submitted

247 / 12/11

Chief Sec) MK 29.10.20
2nd ~~approval~~ perusal.
1st member.

MK 10/11/20

Please put up draft ~~order~~ accepting tender under which ~~the~~ the work is carried out.
Enclosure are the original tenders.
MK 12/11

Returned the original tenders from the Press.

MK 15/11

Draft order
mmk 19.11.20
Order MK 19/11

"A" & "V" 102 / 19/11

The original tender and the order accepting the same are put up submitted.
mmk 19.11.20
MK 19/11/20
First member) The draft and the
allied to sheaf
Conform to the contract
& Cancel if the

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat. | PLS File No. 41 of 1920

Serial No.

Contract copies to
Supdt Concerned. Demy
attorney apply
D. O.
Drafts

Please put up fresh
draft
MK
20/11/20

Fresh draft put up.
Mmbo
22.11.20.
(Chief Asst)

MK
22/11/20

1st member

254
24/11

MK
24/11/20

Issue
MK
26/11/20

9. To The Supdt, Govt. Printing.
No G 10569 dt. 27.11.1920.

With refce to sl 5 request him to strictly conform to the terms of the Contract and inform the firm that their tender will be cancelled if they do not supply the articles according to the terms of the Contract

NOTE—Contn. sheet.

SECRETARIAT
POLITICAL BRANCH
29 NOV 1920

CHIEF SECRETARIAT
POLITICAL BRANCH
22 SEP 1920

No. 503 with 2 encs. Office of the Superintendent,
Government Printing in Mysore,
Bangalore, 21st September 1920.

Ch Secy
22 SEP 1920

From

D. B. Ramachandra Mudaliar, Esq., M.R.A.S.,
Superintendent, Government Printing in Mysore,
Bangalore.

9914

To

C. S. Balasundaram Iyer, Esq., B.A.,
Chief Secretary to the Government of
His Highness the Maharaja of Mysore,
Bangalore.

SECT. P&S
FILE 47-20-4

Sir,

I have the honor to state that it having been brought to my notice that the Roller Composition manufactured by Messrs. Wise Brothers of Bombay was very suitable for Indian climates, I ordered one Cwt., after obtaining sanction of Government thereor, (vide G.O.998-9/P&S.4-40-2 dated 14th July 1920) to try the ame as an experiment. But Messrs. T. M. Abdul Gaffoor & Bros., ho are tenderers for this item took objection for may having done so, and asked me to send the invoice of the firm for payment by them, they themselves submitting their bill at the tendered rate for payment by the Press. It so happens in this instance that the rate quoted by Messrs. Wise Brothers is Rs.1-4- per lb., while the rate accepted is Rs.1-14-0. Hence the contractors want to make a profit over the transaction and insist on their rights as contractors for orders being placed with them. But it has been the practice for a long time in the Press to order goods from firms other than contractors for trial. Messrs Abdul Gaffoor & Bros., were informed of this matter and were als

told that if they are agreeable to accept the invoice of a firm who quote more than the tendered rates for goods ordered from them for experimental purpose, there is no objection to the invoice of the present firm being handed over to them for payment. In reply to this communication they are silent or that point, but have sent two replies, copies of which are herewith submitted.

It will be seen from them, that the tone of their letters is highly objectionable and that they are not amnable to the justice of my contention. Besides we are not bound to purchase the full quantity as per tender notice, as it is only an approximate figure; nor to make all purchases through the contractors alone. If they persist in this attitude, I shall have to reluctantly recommend the cancellation of their contract.

I have the honor to be,

Sir,

Your most obedient servant,

Superintendent.

Copy of letter No: A/891 dated 1st August 1920, from Messrs. T.M.AbdulGaffoor & Bros, to the Superintenden Government Printing in Mysore, Bangalore.

:0=====:0

With reference to your letter No: 279 dated the 28t August 1920, we beg to state that the last years contract for supply of roller composition was also ours and as such your saying that you bought prior to the contract of this year does nct seem to be sound. Again you say you bought for trial such a large quantity. Even this should have bee done so through us accerding th the terms of the agreement matters not whether it is of the last or this year. Since you have not done so, we request you to buy the whole quantity as per tender in a lot. Then we would have no objecti to your buying any quantity outside. Since you bought from out-side, you have reduced the required quantity that will be got from us and so we are losers. If you are not going to buy the full quantity now, we request you to kindly send the invoice of the present outside purchase and we will pay the firm. And we will submit our bill for the same at the tendered rate.

Yours faithfully,

Sd./- T.M.AbdulGaffoor & Bros.

"C o p y"

Superintendent,

Government Printing.

DVS/-

Copy of letter No:A/910, dated 18th September 1920, from Messrs. T.M.Abdul Gaffoor & Bros, to the Superintendent, Government Printing, in Mysore, Bangalore.

:C=====:O

With reference to your letter No:392 dated the 7th September 1920 we beg to state as follows:-

1. The question is not about the maker of the sition.

2. The purchase of such a large quantity for experimental purposes is not justifiable.

3. You ask us whether we will accept the invoice of a firm who quotes higher prices than the tendered rate. In this connection in some cases even though we buy at a higher rate than the tendered one, we do abide by the contract. Since we have entered into an agreement that is mutually binding on both of us. So in this connection we are not concerned with the rates whether high or low but we only fight for principle. We would not have objected to your buying 1 or 2 lbs. for experimental purposes. Supposing we did not supply in time, you would naturally buy at a higher rate in the local market and according to the agreement, you would naturally collect the excess from us.

Such being the circumstances of the case, we now request you to adopt one of the two alternatives we suggest below - (1) either send the invoice to us for payment and submission of our bill to the quantity bought by you or (2) by the whole tendered quantity in one lot at once from us. Even though we wrote to you about point (2) in our last letter, you have not at all touched on the point. If you agree to the proposal (2), we would have no objection to your buying outside any quantity you like.

We hope we have made the matter clear and we request

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you to kindly avoid further unnecessary correspodence and settle this early.

Hoping to be excused for the trouble,

Yours faithfully,

Sd./- T.M.Abdul Gaffoor & Bros.

"C o p y"

Superintendent,

Government Printing.

DVS/-

10821

CHIEF SECRETARIAT
POLITICAL BRANCH.
30 SEP. 1920

DIARY NO. 7248
19 20
WD 2542—GPB—500—19-5-20
SECTION
FILE NO.

61

PRS.41-20-5

Telegraphic Address
"Papyrus," Bangalore.

No. 538.

OFFICE OF THE SUPERINTENDENT,
GOVERNMENT PRINTING,
Dated Bangalore, 29th September 1920.,

30 SEP 1920 AM

FROM

D. B. RAMACHANDRA MUDALIAR, ESQ., M.R.A.S.,
SUPERINTENDENT, GOVERNMENT PRINTING,
BANGALORE.

To

C. S. Balasundaram Iyer, Esq., B. A.,
Chief Secretary to the Government of Mysore,
B A N G A L O R E.

SIR,

In continuation of my letter No. 503 dated 20th instant, have the honor to state that Messrs. T. M. Abdul Gaffoor and ~~Sons~~ Brothers, Contractors for Press and Miscellaneous articles for this year were ordered to supply one Cwt of Printing Ink in five and ten pound tins as per tender. But instead of supplying the same as ordered, they sent a big drum containing 1 Cwt of Ink and wanted the same to be accepted. As ink supplied in big drums was found to be a source of much waste, a special clause to supply same in five and ten pound tins was inserted in this year's tender. Consequently the drum was refused and the contractors asked to supply in tins. The Contractors became defiant at this and reported to have stated that if the drum is not accepted, they would not supply any article for which they had tendered. A copy of the report submitted by Mr.B.Srinivasa Iyengar, Assistant Superintendent, is enclosed for reference.

The Contractors have of late became very rebellious and always defy orders. I have already reported against their conduct in connection with the purchase of Roller Compositi

I beg to propose that in view of their disobedient attitude their contract for this year may be cancelled and given to some other Contractor.

I have the honor to be,

Sir,

Your most obedient servant,

Superintendent,

Government Printing.

15

Submitted:-

I beg to submit that Messrs. T. M. Abdul Gaffoor and Brothers sent a drum of about 1 Cwt of Black Ink this afternoon. As the tenders specially say that this ink should be supplied in 5 and 10 lbs tins the big drum was refused.

At about 3-30 P.M., one of the partners of the Firm came and requosted me to accept the drum. I said that I had no orders to accept it. He then said that if the drum was not accepted he would not supply any article for which he had tendered. I said that it was for him to do what he liked in the matter.

(Sd.) B. S.
24/9/20.

"C O P Y"

Superintendent;
Government Printing.

G. R. S. VI—G/32]

SUBJECT.....

Diary No. of letter replied to

Section

File No. 41-U

Serial No.

General and Revenue Secretariat

( )

No.

, *the* 191 .

To

Date of issue 27/11

Signed by

with reference
to your two letters
nos. 503 and
568 of 21st and 29th
respectively
1920, bringing
the notice of Govt. the
attitude of the
tenants. Messrs A
Gaffoor and Bros, i

over.

egard to the supply of
Steam cables, tenders
or by them, I am
directed to ~~state that~~ request
for ~~issued~~ Strictly
enforce to the terms of the Contract. They may be informed
~~and Cancel~~ that Tenders will be cancelled
~~the said Contractors~~
if they do not supply
the cables they have
tendered for, according
to the terms of the Contract
I have &c

for Chief Engr.

List of enclosures.

Copied by

Examined by